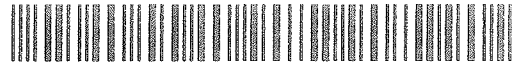


Recording Requested By:

RHODIA INC.

When Recorded, Mail To:

California Regional Water Quality Control Board
Attn: Executive Officer
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2004-0047039-00

Check Number

Thursday, FEB 12, 2004 10:18:12

MIC \$1.00 MOD \$356.00 REC \$360.00

TCF \$355.00

Ttl Pd \$1,072.00

Nbr-0001981240

lrc/R9/1-356

1295312 - accommodation

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

FORMER STAUFFER CHEMICAL FACILITY
525 MAAS AVENUE, RICHMOND, CALIFORNIA

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 21st day of November, 2003 by RHODIA INC. ("Covenantor") who is the Owner of record of that certain property situated at 525 Maas Avenue, in the City of Richmond, County of Contra Costa, State of California (A.P.N. 408-100-027 [Parcel A], 408-100-028 [Parcel B] - the A.P.N. numbers were changed subsequent to the filing and recording of Parcel Map MS-754-99), which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. Certain portions of the Burdened Property and groundwater underlying the property contain hazardous materials.

B. Contamination of the Burdened Property. Soil and groundwater at the Burdened Property were contaminated by historical phosphoric acid production conducted by Stauffer Chemical Company. These operations resulted in contamination of soil and groundwater with arsenic, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Interim remedial measures were taken to remove arsenic-impacted soil. However, residual arsenic-impacted soil was found in the area of the three former ponds. The arsenic-impacted groundwater plume extends approximately 2,000 feet west-northwest from the area of the former ponds. With the implementation of a Final Remedial Action Plan, a Risk Management Plan and the execution of this Covenant, additional remediation at the Burdened Property are not required by the Board. The Final Remedial Action Plan and the Risk Management Plan for the Property, attached as Exhibit B and C, respectively, and incorporated herein by reference, will become effective for the purposes of this agreement upon its approval by the Board.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil and groundwater on the Burdened Property. The risk of public exposure to the contaminants has been substantially lessened by the implementation of the Risk Management Plan. The purpose of the restrictions on the use of the Burdened Property contained in this Covenant is to eliminate any significant risks to human health posed by exposure to the residual hazardous materials.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for office, commercial and/or industrial purposes and is adjacent to industrial and commercial land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, assigns, or other third parties, who hold title to all or any portion of the Burdened Property.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial, commercial or office space;
 - i. No residence for human habitation shall be permitted on the Burdened Property;
 - ii. No hospitals shall be permitted on the Burdened Property;
 - iii. No schools for persons under 21 years of age shall be permitted on the Burdened Property;

- iv. No day care centers for children or day care centers for senior citizens shall be permitted on the Burdened Property.
- b. The Owner shall notify the Board and the County of any planned change in the type of use of the Burdened Property, and shall not change the type of use of the Burdened Property unless expressly permitted in writing by the Board;
- c. No Owners or Occupants of the property or any portion thereof shall conduct any excavation on the Property, except in accordance with the Risk Management Plan. Any contaminated soils brought to surface by grading, excavation, trenching, or backfill shall be managed by the Owner or his agent in accordance with the Risk Management Plan and all applicable provisions of local, state and federal laws;
- d. All uses and development of the Burdened Property shall be consistent with any applicable Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development of the Burdened Property shall preserve the integrity of any cap, any remedial measures taken, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Boards, unless expressly permitted in writing by the Board;
- e. As specified in the Risk Management Plan, no Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board;
- f. The Owner shall notify the Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Board, which could affect the ability of such cap or remedial measures, or monitoring system to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;
- g. The Owner(s) and Occupants agree that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.
- h. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation

of that paragraph. Violation of the Covenant shall be grounds for the Board to file actions against the Owner as provided by law.

If the owner leases all or portions of the Burdened property, the leases will prohibit tenants from intruding into the subsurface. The owner shall assume all responsibility for compliance by such leases with the restrictions contained in this Covenant and associated RMP.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the groundwater under the property, and is subject to a deed restriction dated as of _____, 2003, and recorded on _____, 2003, in the Official Records of Contra Costa County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. The land described herein is also subject to a Remedial Action Plan (RAP) and Risk Management Plan (RMP), which have been developed to effectively manage these hazardous materials on the property. Copies of the deed restriction, RAP and RMP are available from the property owner and shall be provided to all prospective purchasers or occupants on request. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the

general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
Mr. Paul Nemanic
Rhodia Inc.
CN-7500
Cranbury, NJ 08512-7500

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Contra Costa within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Rhodia Inc.


By: 

Title: President

Date: Dec 2, 2003

Agency:

State of California
Regional Water Quality Board,
San Francisco Bay Region

By: 

Title: Executive Officer

Date: November 21, 2003

STATE OF NEW JERSEY)
)
COUNTY OF MIDDLESEX)

WITNESS my hand and official seal.

Katherine Dineen
Notary Public in and for said
County and State

KATHERINE SNELL
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES 03/10/2007

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

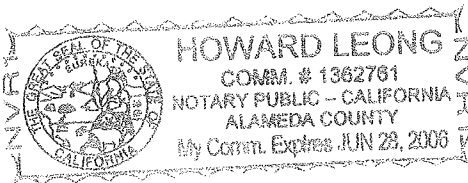
County of Alameda

} ss.

On 11 / 20 / 2003, before me, Howard Leong, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared BRUCE H WOLF,
Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COVENANT & ENVIRON. RESTRICTION

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER Top of thumb here
--

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

PARCELS A AND B, INCLUSIVE, AS SHOWN ON THAT CERTAIN PARCEL MAP,
MS 754-99, FILED JULY 7, 2000 IN MAP BOOK 179 OF PARCEL MAPS, AT PAGES 9,10,
AND 11, CONTRA COSTA COUNTY RECORDS.

(See Attached Map)

PARCEL MAP

MS 754-99

PORTIONS OF LOTS 201 AND 202, MAP OF SAN PABLO RANCHO (FILED MARCH 1, 1894), AND A PORTION OF PARCEL A, PARCEL MAP HS 757-84 (112 PM 17) RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA

ROSTER, SAMO & REL INC. LAND SURVEYORS & CIVIL ENGINEERS
RICHMOND, CALIFORNIA
JANUARY, 2000
SCALE: 1"=100'

PARCEL C
SEE SHEET THREE

PARCEL B
12.27 ACRES +/-

PARCEL A
GROSS AREA = 25.02 ACRES +/-
PARKWAY EASEMENT = 11.30 ACRES +/-
NET AREA = 13.84 ACRES +/-

LEGEND

- TRACT BOUNDARY
- PARCEL BOUNDARY
- EASEMENT LINE
- REUNIFICATION OF ABUTTERS RIGHTS
- SETBACK & TAG RICE 1381
- SETBACK & TAG RICE 13810 PER 50 LSW 10
- SETBACK & TAG RICE 13810 PER 50 LSW 10
- FOUND 1 1/2" R/W PIPE L.S. 2769 PER 26 PM 12
- FOUND 1 1/2" R/W PIPE L.S. 2769 PER 26 PM 12

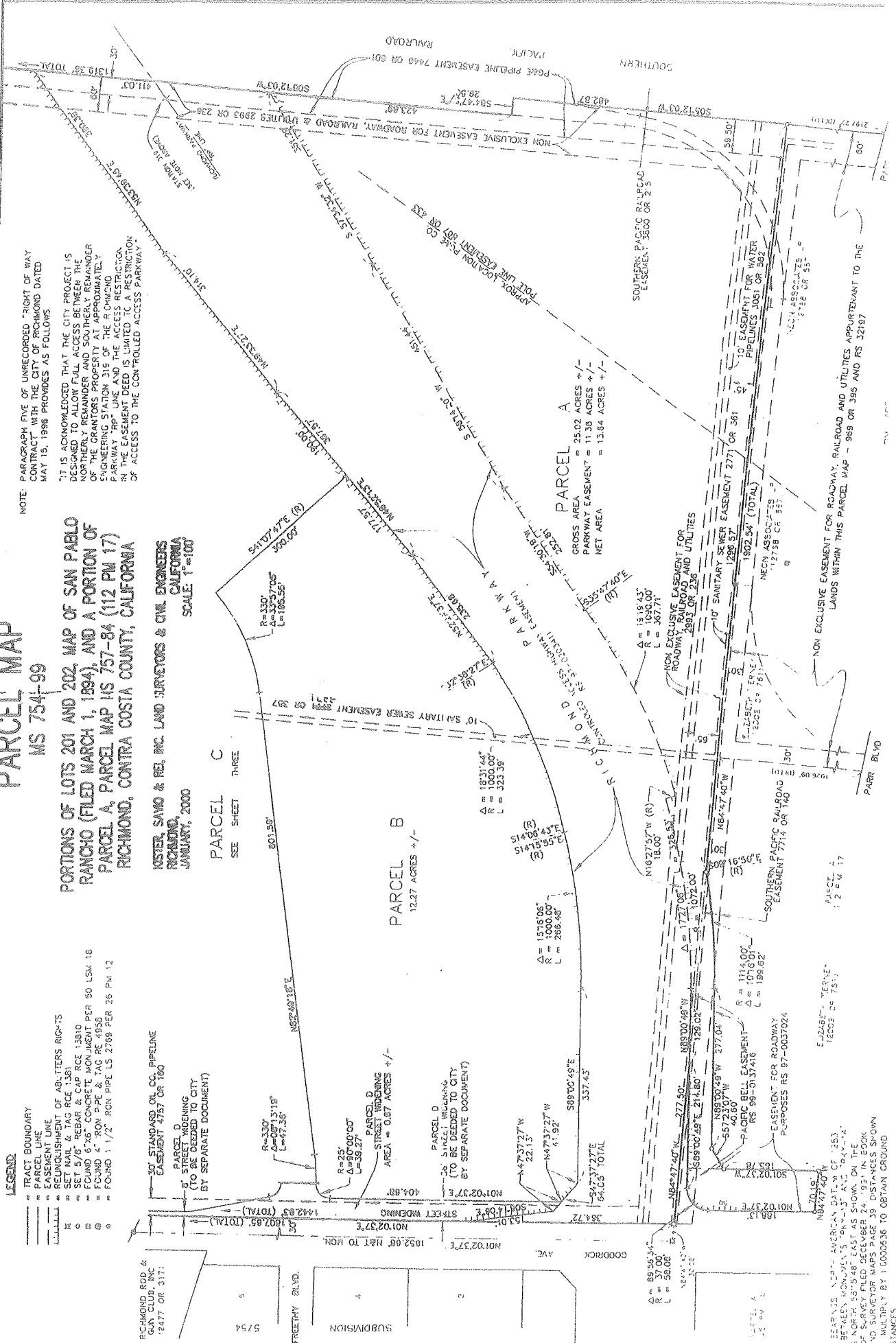
30' STANDARD OIL CO. PIPELINE
EASEMENT 4757 OR 160

PARCEL D
STREET WIDENING
(TO BE DEEDED TO CITY
BY SEPARATE DOCUMENT)

PARCEL D
STREET WIDENING
AREA = 0.67 ACRES +/-

PARCEL D
STREET WIDENING
(TO BE DEEDED TO CITY
BY SEPARATE DOCUMENT)

U.S. DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
RICHMOND, CALIFORNIA
JANUARY 24, 1991
RECORD OF SURVEY FILED DECEMBER 24, 1991 IN BOOK
9 OF LAND SURVEYOR MAPS PAGE 39 DISTANCES SHOWN
ARE OBTAINED BY 1:00000 SCALE TO OBTAIN GROUND
LEVEL DISTANCES



NOTE: PARAGRAPH FIVE OF UNRECORDED "RIGHT OF WAY CONTRACT" WITH THE CITY OF RICHMOND DATED MAY 15, 1998 PROVIDES AS FOLLOWS:

"IT IS ACKNOWLEDGED THAT THE CITY PROJECT IS DESIGNED TO ALLOW FULL ACCESS BETWEEN THE NORTHERLY REMAINDER AND SOUTHERLY REMAINDER OF THE GRANTORS PROPERTY AT APPROXIMATELY ENGINEERING STATION 319 OF THE RICHMOND PARKWAY "RP" LINE AND THE ACCESS RESTRICTION IN THE EASEMENT DEED IS LIMITED TO A RESTRICTION OF ACCESS TO THE CONTROLLED ACCESS PARKWAY."

179 PM 10

PARCEL MAP

MS 754-99

PORTIONS OF LOTS 201 AND 202, MAP OF SAN PABLO RANCHO (FILED MARCH 1, 1894), AND A PORTION OF PARCEL A, PARCEL MAP MS 757-84 (112 PM 17) RICHMOND, CONTRA COSTA COUNTY, CALIFORNIA

KISTER, SANO & REI, INC. LAND SURVEYORS & CIVIL ENGINEERS
RICHMOND, CALIFORNIA
JANUARY, 2000

STATEMENT OF OWNERS

THE UNDERSIGNED HERE BY STATES THAT IT IS THE OWNER OF THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP THAT IT IS THE ONLY ONE WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND IT CONSENTS TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE HEAVY BLACK LINES UPON THIS MAP

RHOODA, INC. A DELAWARE CORPORATION
BY Norman Michael
Norman Michael
VICE-PRESIDENT
TITLE

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Milliganes
ON April 27, 2000 BEFORE ME, Deborah Fry, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Helen Michael AND John Michael PERSONALLY KNOWN TO ME (OR WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED SAID INSTRUMENT) AND I HAVE CAUTIONED THEM TO SIGN THAT THEY EXECUTED SAID INSTRUMENT IN THE PRESENCE OF TWO OTHER PERSONS OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND

SIGNATURE Deborah Fry
PRINTED NAME Deborah Fry
COUNTY Milliganes STATE N.J.
PRINCIPAL PLACE OF BUSINESS 11111 23rd St

CITY ENGINEER'S STATEMENT

I, J. K. SARKAR, SENIOR CIVIL ENGINEER OF THE CITY OF RICHMOND, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THE PARCEL MAP OF SUBDIVISION MS 754-99 AND THAT SAID SUBDIVISION IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AND THAT ALL OF THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF PARCEL MAPS HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE SAME IS TECHNICALLY CORRECT

Lynn K. Sarkar
Lynn K. Sarkar, P.C.E. 22338 (CA)
SENIOR CIVIL ENGINEER, CITY OF RICHMOND,
REGISTRATION EXPIRES 12/31/01
DATE June 21, 2000

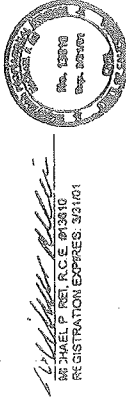
CITY PLANNING DIRECTOR'S STATEMENT

THIS MAP IS BASED ON A TENTATIVE MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF RICHMOND, CALIFORNIA, ON NOVEMBER 18, 1999 AND THAT THE MAP IS IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RHOODA, INC. ON JANUARY 20, 2000. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. IF ANY, I HEREBY STATE THAT THE MONUMENTS INDICATED HEREON ARE OF THE CHARACTER AND LOCATION THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

DATE June 21, 2000

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RHOODA, INC. ON JANUARY 20, 2000. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. IF ANY, I HEREBY STATE THAT THE MONUMENTS INDICATED HEREON ARE OF THE CHARACTER AND LOCATION THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.



CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I CERTIFY AS CHECKED BELOW THAT

☒ A TAX BOND ASSURING THE PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS, CONTRA COSTA COUNTY, STATE OF CALIFORNIA

☐ ALL TAXES DUE HAVE BEEN PAID AS CERTIFIED BY THE COUNTY REDEMPTION OFFICER

FILED THIS 21st DAY OF JULY, 2000, AT RICHMOND, CALIFORNIA, IN BOOK 178 OF PARCEL MAPS AT PAGE 1 OF 1 AT THE REQUEST OF First American Title

PHIL BATCHELOR

CLERK OF THE BOARD OF SUPERVISORS
CITY OF RICHMOND, CALIFORNIA
DEPUTY CLERK

CERTIFICATE OF COUNTY RECORDS

FILED THIS 21st DAY OF JULY, 2000, AT RICHMOND, CALIFORNIA, IN BOOK 178 OF PARCEL MAPS AT PAGE 1 OF 1 AT THE REQUEST OF First American Title

#2000-144042

STEPHEN W. WILSON
COUNTY RECORDER, COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA
BY R. Mondragon
DEPUTY COUNTY RECORDER

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